

PROGRAMMATIC AGREEMENT
BETWEEN
LEBANON HOUSING AUTHORITY
AND
THE NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER
11/01/2009

WHEREAS, Lebanon Housing Authority, a Public Housing Agency located in the City of Lebanon, proposes to perform capital improvement activities to maintain and upgrade its properties using Capital Fund Program funding from the United States Department of Housing and Urban Development as authorized under section 9 of the United States Housing Act of 1937 (42 U.S.C. 1437g), and

WHEREAS, one of the properties of Lebanon Housing Authority, whose maintenance depends on Capital Fund Program federal funding, is Rogers House, which is located at 39 North Park Street in Lebanon on the North side of Colburn Park and is a contributing structure to the Colburn Park Historic District, which is listed on the National Register of Historic Places (Grafton Co. #86000782), and

WHEREAS, significant historic features of the original Rogers Hotel were maintained when the 1911 structure was gutted, had a fourth floor added on and was filled with senior housing apartments, and these features are cited on the National Register application, and

WHEREAS, ground disturbance funded with Federal Funds at all properties of Lebanon Housing Authority is subject to Historic Preservation regulations, and

WHEREAS, Lebanon Housing Authority has consulted with the New Hampshire State Historic Preservation Officer (SHPO) pursuant to Advisory Council on Historic Preservation regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f);

NOW THEREFORE, Lebanon Housing Authority and the New Hampshire SHPO agree that the Capital Fund Program shall be administered at Rogers House in accordance with the following stipulations to satisfy Lebanon Housing Authority's Section 106 responsibilities for the individual activities at Rogers House.

STIPULATIONS

I. TREATMENT

- A. Maintenance and repair activities at Rogers House not explicitly cited in this agreement as exempt will be reviewed by an architect with experience in historic preservation to insure that they are undertaken in accordance with the recommended approaches in *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Standards)* (G.P.O. 1983-O-413-688).

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- B. Lebanon Housing Authority will consult with the Historic Commission of the City of Lebanon established by Ordinance #67 in accordance with Chapter 673 of New Hampshire state law as it develops plans for work activities.
 - C. If Federally funded ground disturbing activities are proposed at any Lebanon Housing Authority property other than utility replacement within the existing trench of previously disturbed ground, Lebanon Housing Authority will consult with the New Hampshire SHPO prior to such activity to determine if the activity has the potential to affect archeological resources. If such potential exists, Lebanon Housing Authority will conduct an archeological survey in accordance with NHDHR Archaeological Standards and Guidelines published September 2003, revised May 2004. If archeological resources are found which meet the National Register criteria, they will be avoided or preserved in place whenever feasible. If this is not feasible, the New Hampshire SHPO will be consulted and a treatment consistent with the Council's handbook, *Treatment of Archeological Properties*, and approved by the New Hampshire SHPO, will be developed and implemented.
 - D. Prior to undertaking any activities not exempt from further review under Stipulation II below, Lebanon Housing Authority will forward full information on the proposed activity in accordance with 36 CFR 800 to the New Hampshire SHPO for review and concurrence and to insure that the *Standards* are being met. Submittals will be consistent with guidelines as outlined in the document, "Request for Project Review by the New Hampshire Division of Historical Resources".
 - E. If the Heritage Commission/Historic District Commission, Lebanon Department of Codes and/or a member of the public asserts that an activity which Lebanon Housing Authority has deemed to be excluded under Stipulation II will have an adverse effect on the historic character of Rogers House, Lebanon Housing Authority will refer that activity to the New Hampshire SHPO for review. It is the intention of Lebanon Housing Authority to resolve any adverse effect following the procedures of 36 CFR 800.6 through consultation with the Historic Commission, Lebanon Department of Codes and the New Hampshire SHPO including opportunities for further comment by members of the public (explicitly involving any member of the public who commented earlier) reaching a memorandum of agreement.
- II. ACTIVITIES CATEGORICALLY EXCLUDED FROM FURTHER REVIEW DUE TO NON ADVERSE IMPACT:

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1. Electrical work (upgrading or in-kind replacement) including replacement of transformers, entrances, interior fixtures with more energy efficient fixtures and upgrades to fire alarm, emergency ambulance call and security systems.
2. Plumbing work (upgrading or in-kind replacement) including pipes and fixtures.
3. Installation of new heating systems.
4. Repair and replacement of elevator components.
5. Ventilation system upgrading and improvement where no duct work penetrates or affects the exterior.
6. Bathroom improvements where work is contained within the existing bathroom.
7. Painting in a complementary or in-kind color.
8. Repair and replacement of exterior handrails designed to meet Americans with Disability Act (ADA) requirements.
9. Repair and installation of gutters and downspouts.
10. Replacement of interior suspended ceiling tile.
11. Sealing of existing mechanical and electrical system penetrations through existing plaster walls hidden behind existing suspended ceiling tiles, mandated by fire code.
12. Paint stabilization on interior and exterior surfaces by removing flaking paint (using appropriate materials that will not damage historic surfaces) and repainting affected areas.
13. Cleaning (using appropriate materials that will not damage historic surfaces) and repair of brick and stone exterior, including mortar joints, which replaces any deteriorated brick with matching brick.
14. Caulking of exterior window trim in a color matching existing.
15. Removing and replacing roofing materials provided that no historic asphalt, slate or galvanized roofing will be removed.
16. Removing and replacing interior trim and baseboard with in-kind materials.
17. Removing and replacing interior and exterior doors with matching components. (There are no original front entrance doors, the original store fronts having been replaced in renovation and the replacement doors having been replaced.)
18. Removing and replacing vinyl windows with new windows matching the size and pane configurations and visual components of the existing sash and window trim visible on the exterior of the building.
19. Removing and replacing existing carpeting, linoleum or vinyl tile with in-kind material.
20. Removing and replacing appliances.
21. Removal and replacement of kitchen cabinets and countertops dating from 1969 or later.

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22. Interior installation of insulation in ceilings, attics, basement spaces and within wall cavities provided that decorative elements of plaster or woodwork are not altered.
23. Maintenance and repair of asphalt and concrete parking and walkway surfaces, including patching and sealing, repaving and removing and replacing deteriorated concrete components, provided that the work is done in-kind to closely match existing materials and form, and that there are only minimal changes in dimensions or configuration of these features.
24. Maintenance and replacement of existing plantings including shrubs, hedges, trees, border plantings and potted plants.

III. PUBLIC INVOLVEMENT

Lebanon Housing Authority will each year make available for public review its proposed Capital Fund Program activities including its projected budgets.

IV. REPORTING

Lebanon Housing Authority shall provide NHDHR with an annual report on this agreement for the previous calendar year on March 31st of each year that this agreement is in effect. This report shall summarize projects funded through the program on which Section 106 reviews were not performed and why. Upon request of either signatory, meeting shall be held subsequent to the submittal of the annual report to review the report and/or discuss issues in greater detail.

ADMINISTRATIVE CONDITIONS

I. PERSONNEL QUALIFICATIONS

Lebanon Housing Authority shall ensure that all investigations carried out pursuant to this Agreement will be by or under the direct supervision of a person or persons meeting at a minimum the Secretary of the Interior's Professional Qualification Standards for Archaeologists (48 FR 44738-9) or the Secretary of the Interior's Professional Qualification Standards for Architectural Historian Professionals (48 FR 44738-9), as appropriate.

II. LATE DISCOVERY

If unanticipated cultural materials (e.g., large, intact artifacts or animal bones; large clusters of artifacts or animal bones; large soil stains or patterns of soil stains; buried brick or stone structures; clusters of brick or stone) or human skeletal remains are discovered prior to or during land altering or

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construction activities, then Lebanon Housing Authority will temporarily halt any activities and immediately notify the NHDHR of the late discoveries.

If human remains are found or suspected, they should be left in place and protected until appropriate consultation is completed. Lebanon Housing Authority are responsible for notifying the NHDHR, the local coroner or medical examiner, and interested parties, such as Native American tribes, of the find to initiate consultation.

III. AMENDMENTS

Any party to this Agreement may propose that the Agreement be amended, whereupon the parties shall consult with one another to consider such an amendment in accordance with 36 CFR § 800.6(c)(7).

IV. RENEWAL

The term of this Programmatic Agreement will begin on November 1, 2009 and end on March 31, 2011. Either party may request review and modification of this Agreement at any time.

IV. TERMINATION

Any party to this Programmatic Agreement may terminate the Agreement by providing thirty (30) calendar days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

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Execution of this Programmatic Agreement and carrying out its terms evidences that Lebanon Housing Authority has afforded the New Hampshire SHPO reasonable opportunity to comment on these activities and has satisfied its Section 106 responsibilities for individual activities at Rogers House under HUD's Capital Fund Program.

FOR LEBANON HOUSING AUTHORITY

By:

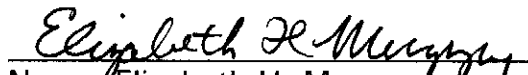

Name: Jonathan Chaffee
Title: Executive Director

Date:

11/17/2009

NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER

By:


Name: Elizabeth H. Muzzey

Date:

11/24/09

New Hampshire State Historic Preservation Officer